

Shahrad Milanfar (SBN 201126)
smilanfar@bkscal.com
 Alex P. Catalona (SBN 200901)
acatalona@bkscal.com
 BECHERER KANNETT & SCHWEITZER
 1255 Powell Street
 Emeryville, CA 94608
 Telephone: (510) 658-3600
 Facsimile: (510) 658-1151

Attorneys for Defendant
 PRECISION VALVE & AUTOMATION, INC.

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

RUBEN JUAREZ an individual and ISELA)	CASE NO. 2:17-cv-03342 ODS (GJS)
HERNANDEZ, an individual,)	
)	RESPONSE TO ORDER TO
Plaintiffs,)	SHOW CAUSE DATED
)	FEBRUARY 4, 2019 (ECF No. 86)
v.)	
)	
PRECISION VALVE & AUTOMATION,)	
INC., a corporation and DOES 1-20,)	
)	
Defendants.)	

Becherer
 Kannett &
 Schweitzer

1255
 Powell St.
 Emeryville, CA
 94608
 510-658-3600

1 TO THE HONORABLE COURT:

2 The parties provide the following response to this Court's Order To Show Cause dated February
3 4, 2019:

- 4 1. The parties signed a binding settlement agreement at a mediation held on January 3,
5 2019. Ruben Juarez, Isela Hernandez and their attorney, Daniel Balaban, and
6 Defendants' attorney, Alex P. Catalona, signed this agreement.
- 7 2. A redacted version of this agreement, which redacts the settlement amount, is
8 attached hereto as Exhibit A.
- 9 3. As stated in this agreement, plaintiff agreed to "satisfy any and all liens, including
10 but not limited to any Medicare, Medicaid or workers' compensation benefits."
- 11 4. The agreed upon amount of the settlement is significantly greater than \$28,107.00,
12 the amount of the purported workers' compensation lien asserted by Federal
13 Insurance Company.
- 14 5. Plaintiffs and defendants are not currently aware of any other pending liens related
15 to plaintiffs' lawsuit.
- 16 6. Plaintiffs' attorneys have been provided with final versions of the settlement
17 documents but have not obtained the signatures from plaintiffs Ruben Juarez and
18 Isela Hernandez.
- 19 7. Contrary to Federal Insurance Company's argument, it is plaintiffs and defendant's
20 position that the settlement agreement is not invalid. "Notwithstanding anything to
21 the contrary contained in this chapter, an employee may settle and release any claim
22 he may have against a third party without the consent of the employer." (Labor
23 Code § 3859.)
- 24 8. Nonetheless, Plaintiffs' representatives are in contact with the attorneys for Federal
25 Insurance Company and need additional time to resolve that lien which plaintiffs
26 have agreed they will satisfy.
- 27
- 28

**Becherer
Kannett &
Schweitzer**

1255
Powell St.
Emeryville, CA
94608
510-658-3600

1 9. The parties agree that this Court may decide the lien rights, if any, by Federal
2 Insurance Company but plaintiffs need additional time to reach agreement with
3 Federal Insurance Company before that will be necessary.

4 10. Plaintiffs and defendant request that the Court permit the parties an additional ninety
5 (90) days to file a stipulation of dismissal in this Court.

6 Respectfully submitted,

7 Dated: March 18, 2019

BECHERER KANNETT & SCHWEITZER

9 By: /s/ Alex P. Catalona
10 Alex P. Catalona
11 Attorneys for Defendant
PRECISION VALVE & AUTOMATION, INC.

12 Dated: March 18, 2019

BALABAN & SPIELBERGER, LLC

14 By: /s/ Vanessa Loftus-Brewer
15 Vanessa Loftus-Brewer
16 Attorneys for Plaintiffs
RUBEN JUAREZ and ISELA HERNANDEZ

24 Becherer
25 Kannett &
Schweitzer

26 1255
Powell St.
Emeryville, CA
94608
510-658-3600

EXHIBIT A

In the Matter of Mediation between

United States District Court

Case No. 2:17-cv-03342

Ruben Juarez, an individual and
Isela Hernandez, an individual,

Plaintiffs,

vs.

Precision Valve & Automation,


Defendant.


SETTLEMENT AGREEMENT


Date: January 3, 2019

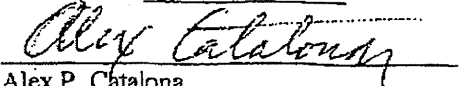
The mediation of the above-referenced matter having concluded by settlement, with CRAIG NEEDHAM acting as mediator, the undersigned parties hereby evidence that agreement to settle that referenced action on the following terms:

1. Defendant will pay plaintiffs the total sum of [REDACTED]
2. Plaintiffs will execute a release of all claims, including waiver of Civil Code §1542, in a more comprehensive settlement agreement and file a Request for Dismissal with Prejudice; said release to include a provision for mutual confidentiality as to the facts of the underlying case, the terms and amount of this agreement. This confidentiality includes, but is not limited to, any print, video, internet, or other media of any kind. The confidentiality agreement will not include disclosure to tax or financial advisors or to any disclosures required by law. The inclusion of the confidentiality agreement is not a material term of this settlement and no consideration was offered and/or paid for it. The parties' mutual promises of confidentiality are the sole consideration for this confidentiality provision. Additionally, the release will contain the standard hold harmless, defend and indemnity agreements. The settlement funds will be disbursed within 30 days of defense counsel's receipt of signed release agreement and all related paperwork.
3. Plaintiffs will satisfy any and all liens, including but not limited to any Medicare, Medicaid or workers' compensation benefits. Plaintiffs will execute standard Medicare forms so that lien status can be determined, if any.
4. Each party to bear their own fees and costs.
5. The parties intend that this document be enforceable pursuant to CCP Section 664.6, and that it constitutes a binding contract, and facsimile and/or email signatures are sufficient.


Ruben Juarez
Plaintiff


Isela Hernandez
Plaintiff


Daniel K. Balaban
Attorneys for Plaintiffs
Tax I.D. No. 26-4755683


Alex P. Catalona
Attorney for Defendant

Shahrad Milanfar (SBN 201126)
smilanfar@bksca.com
 Alex P. Catalona (SBN 200901)
acatalona@bksca.com
 BECHERER KANNETT & SCHWEITZER
 1255 Powell Street
 Emeryville, CA 94608
 Telephone: (510) 658-3600
 Facsimile: (510) 658-1151

Attorneys for Defendant
 PRECISION VALVE & AUTOMATION, INC.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

RUBEN JUAREZ an individual and ISELA)	CASE NO. 2:17-cv-03342 ODW (GJS)
HERNANDEZ, an individual,)	
)	[Los Angeles County Superior Court
Plaintiffs,)	Case No. BC650229]
)	
v.)	CERTIFICATE OF SERVICE
)	
PRECISION VALVE & AUTOMATION,)	
INC., a corporation and DOES 1-20,)	
)	
Defendants.)	

I, Jerry M. Dumlaio, declare that I am employed in the County of Alameda, State of California; I am over the age of eighteen (18) years and not a party to the within entitled action; my business address is 1255 Powell Street, Emeryville, California 94608.

On **March 18, 2019**, I caused to be served the foregoing:

RESPONSE TO ORDER TO SHOW CAUSE DATED FEBRUARY 4, 2019 (ECF No. 86)

In said action by placing a true copy thereof enclosed in a sealed envelope and served in the manner and/or manners described below to each of the parties herein and addressed as follows:

Attorneys for Plaintiff

Teresa Li, Esq.
 LAW OFFICES OF TERESA LI, PC
 5674 Stoneridge Drive, Suite 107
 Pleasanton, CA 94588
 Telephone: (415) 423-3377
 Facsimile: (888) 646-5493
 Email: teresa@lawofficesofteresali.com

Becherer
 Kannett &
 Schweitzer

1255
 Powell St.
 Emeryville, CA
 94608
 510-658-3600

Mpatel@lawofficesofteresali.com

Attorneys for Plaintiff

Vanessa Loftus-Brewer, Esq.
Balaban & Spielberger, LLP
11999 San Vicente Blvd., Suite 345
Los Angeles, CA 90049
Telephone: (424) 832-7677
Facsimile: (424) 832-7702
Email: vanessa@dbaslaw.com

☒ (By Mail) I deposited such envelope with postage thereon fully prepaid to be placed in the United States Mail at Emeryville, California. I am familiar with the mail collection practices of Becherer Kannett & Schweitzer Attorneys and pursuant to those practices the envelope would be deposited with the United States Postal Service the same day.

☐ (By Personal Delivery) I caused such envelope to be delivered by hand to the office of the addressee(s).

☐ (Via Facsimile) I caused said document(s) to be transmitted to the facsimile number(s) of the addressee(s) designated.

☐ (Via Electronic Mail) I caused said document(s) to be I caused said document(s) to be transmitted to the addressee(s).

☒ **(Electronic Filing)** I am familiar with the United States District Court, Eastern District of California's practice for collecting and processing electronic filings. Under that practice, documents are electronically filed with the court. The CM/ECF system will generate a Notice of Electronic Filing (NEF) to the filing party, the assigned judge, and any registered users in the case. The NEF will constitute service of the document.

Executed on March 18, 2019.


Jerry M. Dumlao

Becherer
Kannett &
Schweitzer

1255
Powell St.
Emeryville, CA
94608
510-658-3600